

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Spectrum Laboratories, LLC,)	Case No. 1:20-cv-2333
)	
Plaintiff,)	Judge
)	
vs.)	
)	Jury Trial Demanded
513 Ventures LLC,)	
)	
Defendant.)	

Complaint

For its complaint against defendant 513 Ventures LLC (“513 Ventures”), plaintiff Spectrum Laboratories, LLC (“Spectrum”) states:

Summary of Case

1. Spectrum is the market leader in the synthetic urine industry, and its most popular product, QUICK FIX, has been the top synthetic product in the market for many years.

2. 513 Ventures is a business that has set up various online stores that mimic Spectrum by using Spectrum’s QUICK FIX trademark (the “QUICK FIX mark”) and other Spectrum intellectual property to deceive customers into believing that the websites are Spectrum websites and that 513 Ventures is the source of the QUICK FIX product, none of which is true.

3. Spectrum sues because, among other things, 513 Ventures is: (a) infringing Spectrum’s federally-registered trademarks, (b) engaging in cyberpiracy by using Spectrum’s QUICK FIX trademark in various domain names, (c) infringing Spectrum’s copyright to a Q-Clock design by copying that design and displaying it on 513 Ventures’ websites, and (d) infringing Spectrum’s patents by selling and offering to sell third-party synthetic urine

products that infringe Spectrum's patents.

4. Spectrum sues to stop 513 Ventures' infringement and cyberpiracy, protect Spectrum's customers and brand image, and obtain compensation for the harm caused by 513 Ventures.

The Parties

5. Spectrum Laboratories, LLC is an Ohio limited liability company with a principal place of business in Cincinnati, Ohio.

6. 513 Ventures is an Ohio limited liability company with a principal place of business in Cincinnati, Ohio.

Jurisdiction and Venue

7. This Court has subject matter jurisdiction over Spectrum's patent, copyright, and Lanham Act claims under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338 because they arise under federal law.

8. This Court has personal jurisdiction over 513 Ventures because, among other things, it is incorporated and resides in Ohio, has a principal place of business in Ohio, is intentionally confusing and harming Ohio residents, does business in Ohio, sells goods in Ohio to Ohio individuals and businesses, and is intentionally and willfully causing tortious harm in Ohio to Spectrum.

9. Venue is proper under 28 U.S.C. §§ 1391, 1400 because 513 Ventures resides in this district, is subject to personal jurisdiction in this district, and has committed acts of infringement in this district.

Relevant Facts

I. Spectrum's Rights

10. Spectrum offers the leading synthetic urine product in the market, QUICK FIX:



11. Synthetic urine has a variety of uses, including metal corrosion testing, medical research, animal repellent, and product testing, such as diapers.

12. Spectrum owns a variety of intellectual property rights related to its business and the QUICK FIX family of products, including patents, trademarks, and copyrights.

13. Spectrums owns U.S. Patent Nos. 7,192,776 (the “776 patent”) and 9,128,105 (the “105 patent”) (collectively, the “Spectrum Patents”), which cover varieties of synthetic urine products and methods for making them. The Spectrum Patents are attached as Exhibits A and B.

14. The Spectrum Patents cover the Spectrum QUICK FIX family of products, including QUICK FIX and QUICK FIX PLUS, and Spectrum marks its QUICK FIX products with the patent numbers in accordance with 35 U.S.C. § 287.

15. Spectrum owns trademark rights to the QUICK FIX mark and a Q-CLOCK logo, including federal registrations to those marks: Reg. Nos. 4,453,892 and 5,791,421, respectively, which are attached as Exhibits C and D, respectively.

16. Spectrum owns a copyright to a variation of the Q-Clock logo (the “Q-Clock Work”):



A copy of Spectrum's copyright registration, Reg. No. VA 2-216-597, is attached as Exhibit E.

17. Spectrum's QUICK FIX mark is a strong and inherently distinctive mark, is incontestable, and is well known in the marketplace, such that customers associate it with Spectrum.

II. 513 Ventures' Wrongful Acts

18. Spectrum had previously granted 513 Ventures a limited license to use the QUICK FIX mark.

19. On August 31, 2020, Spectrum terminated the license, effective immediately. A copy of the termination letter is attached as Exhibit F.

20. After termination, 513 Ventures continued to use Spectrum's QUICK FIX mark in commerce without Spectrum's permission and in clear violation of Spectrum's rights.

21. On September 9, 2020, 513 Ventures filed a declaratory judgment action in the Ohio Court of Common Pleas, Hamilton County, Ohio, Case No. A2003153. 513 Ventures' lawsuit seeks a declaration that a Master Distributor Purchase Agreement (the "MDPA"), which says nothing about the QUICK FIX mark or licensing of those rights, gives 513 Ventures a trademark license to the QUICK FIX mark for the duration of the MDPA. A copy of a September 9, 2020 letter from counsel for 513 Ventures with the complaint and MDPA as enclosures is attached as Exhibit G. Spectrum was not served with the complaint until October 9, 2020, and intends to oppose it.

22. Without permission, 513 Ventures has used the QUICK FIX mark in domain

names that operate online stores owned by 513 Ventures that it designed to look like Spectrum websites, including (without limitation) quickfixurine.com, quickfixurineplus.com, quickfixfakepee.com, and quickfixsyntheticurine.com. Collectively, the domain names are the “Infringing Domains,” and the websites at the domain names are the “Infringing Websites.” Screenshots from the Infringing Websites obtained on October 7, 2020, are attached as Exhibits H.

23. 513 Ventures sells Spectrum’s QUICK FIX products and third-party products on the Infringing Websites.

24. 513 Ventures has also used the QUICK FIX mark and Q-CLOCK logo on the Infringing Websites themselves in various ways that confuse customers into believing the websites are Spectrum websites. For example, 513 Ventures places the QUICK FIX mark and Q-CLOCK logo at the top of the quickfixurine.com website:



25. 513 Ventures also deceives customers by, among other things,: (a) duplicating QUICK FIX’s black and yellow color schemes throughout the Infringing Websites and elsewhere; (b) referring to its business as “Quick Fix Urine Plus” on the “Contact Us” page of the quickfixurineplus.com website; (c) describing Spectrum’s formula for Spectrum’s QUICK FIX products as “our formula” on the Infringing Websites; (d) describing itself as “the Official Site” for QUICK FIX on at least the quickfixurine.com website, in the website’s title, in the website’s description (which appears on the title tab of the website), and in Google Ads for the Infringing Websites (see below); and (e) using a “Batch Verification” tool

on one or more of the Infringing Websites that attempts to mimic Spectrum's Batch Validator on Spectrum's website, harms Spectrum and Spectrum customers by providing incorrect information, and deceives consumers into believing that 513 Ventures is Spectrum and the source of the QUICK FIX products.

Ad · www.quickfixsyntheticurine.com/ ▾

Official Site - Quick Fix Plus 6.2

Wearable Belt Kits Available. Buy direct from **the Official Site** and have no worries of counterfeits or imitations. Low Cost Shipping Options. Overnight Shipping. Same Day Shipping. Features: Ready To Use, Keeps At Body Temperature.

[Purchase Quick Fix](#) · [Delivery Systems](#) · [Quick Test Kits](#) · [Why Use Quick Fix](#)

26. 513 Ventures has infringed Spectrum's Q-Clock copyright at least by reproducing the Q-Clock Work, displaying it on the Infringing Websites, and preparing derivative works based upon it.

27. 513 Ventures also has created a deceptive YouTube video that it displays on the Infringing Websites that appears to be a Spectrum video, which is actually a 513 Ventures' video, (the "Infringing Video"). The Infringing Video infringes the QUICK FIX mark, the Q-CLOCK logo, and the copyright to the Q-Clock Work by copying and using Spectrum intellectual property in the Infringing Video to create the appearance that it is a Spectrum video and by causing confusion among customers about the origin of the video.

28. 513 Ventures has committed its infringing acts with specific intent to deceive customers into believing 513 Ventures is Spectrum, 513 Ventures is the source of QUICK FIX, and to unjustly profit off of the goodwill and popularity of Spectrum and its QUICK FIX products.

29. 513 Ventures is also infringing the Spectrum Patents by selling third-party synthetic urine products that infringe the Spectrum Patents, including (without limitation) Synthetix5, on websites, including at synthetix5urine.com.

Count One

Trademark Infringement and Unfair Competition under the Lanham Act
(15 U.S.C. §§ 1114, 1125)

30. Spectrum incorporates by reference all preceding allegations in this complaint as if fully rewritten herein.

31. Spectrum's QUICK FIX mark and Q-CLOCK logo are valid and legally enforceable.

32. Spectrum's QUICK FIX mark is incontestable under 15 U.S.C. § 1065.

33. Spectrum is the exclusive owner of the QUICK FIX mark and the Q-CLOCK logo.

34. 513 Ventures has no right, authority, or permission to use the QUICK FIX mark or Q-CLOCK logo.

35. In connection with the sale and marketing of goods, 513 Ventures has used the QUICK FIX mark, the Q-CLOCK logo, Spectrum's color schemes, and other words, terms, names, symbols, devices, and combinations thereof on the Infringing Websites, in the Infringing Domains, and elsewhere in ways that are likely to cause confusion, mistake, and deception as to the affiliation, connection, association between Spectrum and 513 Ventures and as to the origin, sponsorship, and approval of the Infringing Websites, Spectrum's products, and products offered and sold by 513 Ventures.

36. 513 Ventures has infringed Spectrum's trademark rights under 15 U.S.C. §§ 1114, 1125 and has committed unfair competition under § 1125.

37. 513 Ventures' infringement and unfair competition was and is willful and intentional.

38. 513 Ventures' infringement and unfair competition has damaged Spectrum and has caused it irreparable harm, which will continue unless 513 Ventures' unlawful conduct is enjoined by this Court.

Count Two

False Advertising under the Lanham Act
(15 U.S.C. § 1125)

39. Spectrum incorporates by reference all preceding allegations in this complaint as if fully rewritten herein.

40. 513 Ventures has made false and misleading statements of fact, including (without limitation) statements that its website is the "Official" QUICK FIX website, the Infringing Websites own QUICK FIX and its formula (at least by referring to the QUICK FIX formula as "our" formula), and the batch verification tool on the Infringing Websites verifies batches when it does not do so.

41. 513 Ventures' false and misleading statements actually deceive and tend to deceive a substantial portion of the intended audience.

42. 513 Ventures' false and misleading statements are material in that they are likely to influence customers' purchasing decisions.

43. 513 Ventures' false and misleading statements were introduced into interstate commerce at least by displaying them on one or more of the Infringing Websites.

44. 513 Ventures' false and misleading statements have damaged Spectrum and has caused it irreparable harm, which will continue unless 513 Ventures' unlawful conduct is enjoined by this Court.

Count Three

Cyberpiracy under the Lanham Act
(15 U.S.C. § 1125(d))

45. Spectrum incorporates by reference all preceding allegations in this complaint as if fully rewritten herein.

46. Each of the Infringing Domains is confusingly similar to the QUICK FIX mark.

47. 513 Ventures registered each of the Infringing Domains.

48. 513 Ventures has a bad faith intent to profit by using those domain names to host fraudulent websites that fool customers into buying products from the website by deceiving them into believing that the websites are the source of QUICK FIX products and owned by Spectrum.

49. 513 Ventures' actions constitute cyberpiracy under 15 U.S.C. § 1125(d).

Count Four

Patent Infringement
(35 U.S.C. § 271)

50. Spectrum incorporates by reference all preceding allegations in this complaint as if fully rewritten herein.

51. 513 Ventures has directly infringed, and continues to directly infringe, the Spectrum Patents by making, using, selling, and/or offering to sell synthetic urine products covered by one or more claims of each of the Spectrum Patents (collectively, the "Infringing Products").

52. As a non-limiting and illustrative example, the below table confirms that the Synthetix5 product that 513 Ventures sells has each of the limitations of at least claim

1 of the '776 patent.

<i>Claim 1 of the '776 Patent</i>	<i>Infringing Product</i>
A synthetic urine solution comprising: ¹	Synthetix5 is a synthetic urine solution
water having a pH between 3 and 10;	Synthetix5 contains water that has a pH between 3 and 10.
creatinine and a biocide, said creatinine and biocide dissolved within said water to form a solution exhibiting a specific gravity and said creatinine and biocide selected in relative concentrations to minimize sepsis;	Synthetix5 has creatinine and a biocide; the biocide is dissolved in the water; the relative amounts of creatinine and biocide are such that sepsis is inhibited; and the solution exhibits a specific gravity.
at least one dissociated ionic compound also dissolved within said solution to adjust the specific gravity of the solution to between 1.005 g/cm ³ and 1.025 g/cm ³ ; and	Synthetix5 has at least one disassociated ionic compound dissolved within the solution, and the specific gravity of the solution is between 1.005 g/cm ³ and 1.025 g/cm ³ .
wherein said biocide is selected from the group consisting of 2-bromo-4-hydroxyacetophenone, bronopols, carbamates, chlorothioethers, 2-2-Dibromo-3-nitrilopropionarnide, 2-(Decylthio)ethanarnine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate), polyquat, Alkyldimethylbenzylammonium chloride, sulfones, Bis(tributyltin) oxide, tertbuthylazines, Tetrachloro-2, 4,6-cyano-3-benzonitrile, 2 (thiocyanomethylthio)benzothiazole, thiones, Tetrakish(hydroxymethyl)phosphonium sulfate, Tributyltetradecylphosphonium chloride, peroxides, hypochlorites, and super oxides.	Synthetix5 contains at least one of the listed biocides, namely isothiazoline.

53. As a non-limiting and illustrative example, the below table confirms that the Synthetix5 product that 513 Ventures sells has each of the limitations of at least claim 1 of the '105 patent.

¹ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that if it is limiting, then the limitation is present in the Infringing Products.

<i>Claim 1 of the '105 Patent</i>	<i>Infringing Product</i>
A synthetic urine solution comprising: ² water having a pH between 3 and 10;	Synthetix5 is a synthetic urine solution Synthetix5 contains water that has a pH between 3 and 10.
creatinine and a biocide, said creatinine and biocide dissolved within said water to form a solution exhibiting a specific gravity and said creatinine and biocide selected in relative concentrations to minimize sepsis;	Synthetix5 has creatinine and a biocide; the biocide is dissolved in the water; the relative amounts of creatinine and biocide are such that sepsis is inhibited; and the solution exhibits a specific gravity.
at least one dissociated ionic compound also dissolved within said solution to adjust the specific gravity of the solution to between 1.005 g/cm ³ and 1.025 g/cm ³ ; and	Synthetix5 has at least one disassociated ionic compound dissolved within the solution, and the specific gravity of the solution is between 1.005 g/cm ³ and 1.025 g/cm ³ .
wherein said biocide is selected from the group consisting of 2-bromo-4- hydroxyacetophenone, bronopols, carbamates, chlorothioethers, 2,2-Dibromo-3- nitrilopropionarnide, 2- (Decylthio)ethanarnine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate), polyquat, Alkyldimethylbenzylammonium chloride, sulfones, Bis(tributyltin) oxide, tertbutylazines, Tetrachloro-2, 4,6-cyano- 3-benzonitrile, 2 (thiocyanomethylthio)benzothiazole, thiones, Tetrakish(hydroxymethyl)phosphonium sulfate, Tributyltetradecylphosphonium chloride, peroxides, hypochlorites, and super oxides.	Synthetix5 contains at least one of the listed biocides, namely isothiazoline.
at least one urea compound provided in conjunction with the synthetic urine solution, wherein the at least one urea compound is carbamide peroxide, and optionally allantoin and optionally hydantoin.	The urea within Synthetix5 is carbamide peroxide, allantoin, and/or hydantoin.

54. 513 Ventures also has contributorily infringed and induced infringement of

² At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that if it is limiting, then the limitation is present in the Infringing Products.

the Spectrum Patents at least because, with knowledge of the Spectrum Patents, it intentionally and actively induced customers and end users of the Infringing Products to use them in a manner that infringes the Spectrum Patents with specific intent that they do so.

55. 513 Ventures has further induced infringement of the Spectrum Patents at least by selling the Infringing Products to distributors, retailers, and/or other resellers with specific intent that they infringe the Spectrum Patents by reselling the Infringing Products to others.

56. 513 Ventures' infringement of the Spectrum Patents was, and continues to be, willful and deliberate, and 513 Ventures likely will continue its infringing activities unless enjoined by the Court.

57. 513 Ventures' infringement has damaged Spectrum and has caused it irreparable harm, which will continue unless 513 Ventures' infringing conduct is enjoined by this Court.

Count Five
Copyright Infringement

58. Spectrum incorporates by reference all preceding allegations in this complaint as if fully rewritten herein.

59. Spectrum owns the Q-Clock Work and owns a federal copyright registration to the work.

60. 513 Ventures has infringed Spectrum's copyright to the Q-Clock Work at least by reproducing it, displaying it on the Infringing Websites, and preparing derivative works based upon it.

61. 513 Ventures' infringement has damaged Spectrum and has caused it irreparable harm, which will continue unless 513 Ventures' infringing conduct is enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Spectrum prays for judgment against 513 Ventures as follows:

- (A) Compensatory damages in an amount to be determined at trial.
- (B) An accounting and disgorgement of 513 Ventures' profits.
- (C) For patent infringement, lost profits or reasonable royalty damages, whichever is higher.
- (D) Treble and punitive damages.
- (E) Attorneys' fees.
- (F) Pre-judgment and post-judgment interest.
- (G) Costs of the action.
- (H) Preliminary and permanent injunctive relief, barring 513 Ventures, its officers, agents, servants, employees, attorneys, and those who are in active concert or participation with any of those persons from infringing Spectrum's trademark rights, infringing Spectrum's copyrights, infringing Spectrum's patents, committing false advertisement, and unfairly competing against Spectrum.
- (I) An order directing that the registrar for each of the Infringing Domains transfer the domains to Spectrum.
- (J) Such other and further relief as allowed at law or in equity that the Court deems to be appropriate.

Respectfully submitted,

Dated: October 13, 2020

s/ Matthew J. Cavanagh
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Jury Demand

Spectrum hereby demands a jury trial for all issues so triable.

s/ Matthew J. Cavanagh
Counsel for Spectrum Laboratories, LLC